

TERMS OF SERVICE

Last Updated: September 17, 2025

SOCIALTRENDLY, INC. DBA BLACKBIRD.AI

TERMS OF SERVICE

This Terms of Service governs the relationship between you (“CUSTOMER” OR “YOU”) and SOCIALTRENDLY, INC., d/b/a BLACKBIRD.AI. PLEASE READ THE FOLLOWING TERMS OF SERVICE (“TERMS”) CAREFULLY BEFORE USING OUR PLATFORM, SERVICES, OR WEBSITE.

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I. ABOUT THE TERMS

A. **Platform Rules and Supplemental Terms.** Your access to and use of the BLACKBIRD.AI Website, Platform, and Services (defined below) is governed by these Terms of Service, and our Privacy Policy, any associated Services Agreement, Order Form, Service Order, and any and all other policies and rules referenced herein, posted on the Platform, or otherwise communicated to Users (the “**Platform Rules**”). Certain of the Services, Output, features, functionality, tools, and promotions available on or through the Website may be subject to additional or supplemental terms and conditions (“**Supplemental Terms**”) including but not limited to Service Orders, Order Forms, Services Agreements, and other agreements between you and BLACKBIRD.AI. If you choose to access or use those Services, Output, features, functionality, or tools, or participate in those promotions, the applicable Supplemental Terms are also incorporated and deemed part of these Terms of Service. PLEASE READ THESE TERMS OF SERVICE, OUR PRIVACY POLICY, PLATFORM RULES AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE “**TERMS**”) CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE WEBSITE. FOR EXAMPLE, THE TERMS INCLUDE: YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS; LIMITATIONS OF OUR LIABILITY TO YOU; AND A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, THROUGH ARBITRATION, BY WHICH YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY. YOUR ACCESS TO AND USE OF THE WEBSITE IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. As an individual accepting to the Terms as an employee or representative of a company or other legal entity, (i) you represent and warrant that you have the authority to act on behalf of and bind that entity to the Terms, and (ii) throughout the Terms, the words “you” and “your” will refer to both you, personally, and the entity you represent.

B. **Accessing the Website and Services and Account Security.** We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Website once you create an Account. This license has the sole purpose of enabling you to use and enjoy the benefit of the Website in the manner permitted by these Terms. We reserve the right to withdraw or amend Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for both: Making all arrangements necessary for you to have access to the Website; ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You

agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

C. **Key Terms.** As used in these Terms of Service:

- i. **"Account"** means the account you create in order to access our Website.
- ii. **"Content"** refers to any and all information, datasets, text, photos, videos and other content submitted to BLACKBIRD.AI. to be used to provide you with our Platform or Services, or otherwise analyzed for the purpose of disinformation including within our AI Features.
- iii. **"Output"** refers to the reports, feeds, dashboard, visualization, charts, graphs and other disinformation analyses and insights provided or made available by BLACKBIRD.AI.
- iv. **"Service Order"** or **"Order Form"** refers to the order form outlining the details of your procurement of BLACKBIRD.AI's Platform and Services, with all associated fees, terms, and licensing information.
- v. **"BLACKBIRD.AI"** **"we," "us,"** or **"Company"** refer to SOCIALTRENDLY INC. (d/b/a BLACKBIRD.AI) and our officers, directors, employees, contractors and agents. To the extent applicable, they also refer to our affiliates, service providers and licensors, and their respective officers, directors, employees, contractors and agents.
- vi. **"Platform"** refers, collectively, to any and all Websites, Services (including Compass by BLACKBIRD.AI), applications, reports, and Output made available to you by BLACKBIRD.AI, including any software and technology used to provide any of the foregoing.
- vii. **"Services"** means any and all disinformation monitoring and analysis performed by BLACKBIRD.AI, and related solutions and services provided by BLACKBIRD.AI.
- viii. **"Third-Party Data"** means (a) certain publicly and/or commercially available data, information, records, and/or files that Customer has the right to use, whether through BLACKBIRD.AI or a third party, that is in a format satisfactory to BLACKBIRD.AI and that BLACKBIRD.AI is able to bring into the Website and Services, and/or (b) Customer's data.
- ix. **"Users"** means any and all persons that access or use the Website. References to "access" and/or "use" of the Website (and any variations thereof) include the acts of accessing or browsing the Website or Output, registering for accounts, and using the Platform or Services.
- x. **"Website"** refers to any website owned or operated by BLACKBIRD.AI (including the website currently located at <https://www.BLACKBIRD.AI/>). References to the "Website" include any and all Services, the Platform, Output, features, functionality, tools, and promotions available on or through each such website.

D. **Amendment of Terms.** BLACKBIRD.AI reserves the right, in its sole discretion, to amend the Terms, at any time and without prior notice, including to amend the Terms, including to add or remove terms. If we choose to amend the Terms, we will update the "Last Updated" date at the top of the Terms and post the updated version. We may also, at our option, choose to notify you by email, a banner on our website, or another means. By continuing to access or use the Platform, including any Services or Output, after we have posted an updated version of the Terms or otherwise notified you of an update, you are affirming that you agree to be bound by the amended Terms. This provision is subject to a few limitations in the "Dispute Resolution" section below. If the amended Terms are not acceptable to you, your only recourse is to stop using the Platform. No other amendment to the Terms or supplemental terms will be binding on BLACKBIRD.AI unless it is in writing and signed by an authorized representative of BLACKBIRD.AI.

E. **Consequences of Non-Compliance.** Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Platform, and may subject you to civil and criminal penalties.

F. **International Users.** BLACKBIRD.AI is based in New York State, United States, and the Website is operated from the United States. You are prohibited from accessing or using the Website from any territory where any of the Output, Services, or any of the features, functionality, tools, or promotions offered on or through the Platform, is illegal or in violation of export controls laws. If you access the Website from a location outside the United States, you do so at your own risk and you are solely responsible for compliance with applicable laws, rules and regulations, including export laws and any regulations and local laws regarding online conduct and content.

G. **Modifications and Updates to the Platform.** BLACKBIRD.AI reserves the right, in its sole discretion, to modify or discontinue offering the Platform, including any Services, features, functionality, tools, and promotions available on or through the Platform, in whole or in part, at any time, for any reason or no reason, with or without notice to you. You agree that

BLACKBIRD.AI has no obligation to provide any updates or to continue to provide or enable any particular aspect of the Platform, and will not be liable with respect to any such modifications, discontinuance or deletions.

II. ACCOUNTS

A. **Account Set-Up.** You may need to create an account to use the Website. You are responsible for safeguarding your account, and must use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above. To the extent that you are an agency procuring BLACKBIRD.AI's Services on behalf of your clients, you agree to provide complete, accurate and up-to-date information regarding those clients and to update such information as necessary to ensure that it remains complete, accurate and up-to-date. Further, you agree to comply with any federal, state, or local laws or regulations in relation to your offering of BLACKBIRD.AI's Services.

B. **Account Suspension and Cancellation.** We reserve the right to suspend or cancel accounts of Users who fail to comply with the Terms, including but not limited to failure to pay fees when due as set forth in the "Fees and Payment Terms" and failure to comply with the terms and conditions regarding User conduct, as set forth in the "User Conduct Guidelines" section below.

III. FEES & PAYMENT TERMS

A. **Fees.** Each order will specify either (a) the number and pricing of Services and Output ordered, or (b) an amount to be pre-paid, which pre-payments will be drawn down as Services and Output are consumed in an associated Service Order. Except as otherwise expressly agreed in an order, all Services and Output will be billed at BLACKBIRD.AI's current rates at the time they are provided.

B. **Billing.** You will be charged in full for the amount specified in an order upon submission of the order (and, when applicable, upon renewal) in accordance with the associated Service Order. By placing an order, you hereby agree to pay the charges associated with the order in accordance with the foregoing. You will be invoiced monthly in arrears for overages based on actual Services and Output consumed that exceed the amount of the pre-payment. Payments are non-refundable and any residual amount remaining upon expiration of the initial term or any renewal period will be forfeited.

C. **Payment.** Unless otherwise agreed in an order, all payments will be made by check or wire transfer in accordance with the associated Service Order. You will be responsible for all payment processing fees, including for any checks returned due to non-sufficient funds. If BLACKBIRD.AI does not receive fees when due, we reserve the right to suspend or terminate the affected Services, or access to Output and/or accounts. If you terminate your order for any reason or if we terminate your order due to your breach, such termination will be effective immediately, and you will be immediately billed for any unbilled fees incurred prior to the effective date of termination. You will not receive a refund for any amounts paid prior to termination. Further, you agree to reimburse us for any collection costs and interest for any overdue amounts at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less.

IV. USER CONDUCT GUIDELINES.

A. **Intended Use.** Customer or Agency acknowledges that the SaaS Services and Platform are intended solely for the purposes of analyzing Data Source data to monitor misinformation, disinformation, and other narratives relevant to Customer, and for no other purpose. BLACKBIRD.AI shall have no liability whatsoever for any injuries, losses, or damages arising from Customer's or any end-Client's use of the SaaS Services, or any components or modifications thereof, for any other purpose, including any use in providing or making decisions relating to health care, credit, insurance, employment, criminal justice, or governmental assistance.

B. **Restrictions.** Users must not:

- i. Access, copy, store or use any aspect of the Website for any purpose other than your own personal or specifically approved commercial use;
- ii. Distribute, disclose, publish, sell, rent or otherwise expose any aspect of the Website to any third party, for any purpose except your own personal use, or otherwise permit a third party to access, copy, store or use any aspect of the Website for any other purpose;
- iii. Prepare derivative works from the Platform;
- iv. Share your password or transfer your account to any person without our consent;

- v. Circumvent our systems, policies, determinations as to your account status, including by attempting to access or use the Website if your account has been suspended or canceled or you have otherwise been temporarily or permanently prohibited or blocked from using the Platform;
- vi. Access, search, collect information from, or otherwise interact with the Website whether by manual methods or by use of any software, device, script or robot, or by any other means (automated or otherwise), including by “scraping,” “crawling” or “spidering” the Platform, to systematically retrieve information or content in order to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like;
- vii. Access the Website other than through the currently available, published interfaces that are provided by BLACKBIRD.AI, unless you have been specifically authorized to do so in a separate agreement with us;
- viii. Mirror or frame any Services, Output, page, feature, functionality, or tool on/in the Platform, copy any aspect of the Platform, or use or display BLACKBIRD.AI’s name or any of our other trademarks, logos or proprietary materials, without BLACKBIRD.AI’s express written consent;
- ix. Interfere with, disrupt, damage or compromise the Website or our systems or the access of any User, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Website or otherwise imposing an unreasonable or disproportionately large load on the Platform;
- x. Access, tamper with or use non-public areas of any of the Platform, BLACKBIRD.AI’s computer systems, or the technical delivery systems of BLACKBIRD.AI’s providers;
- xi. Probe, scan, or test the vulnerability of any system or network of BLACKBIRD.AI or its providers, or breach or circumvent any security or authentication measures of such system or network;
- xii. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by BLACKBIRD.AI or any of BLACKBIRD.AI’s providers or any other third party to protect the Platform;
- xiii. Forge any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Website to send altered, deceptive or false source-identifying information;
- xiv. Attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Platform;
- xv. Export or re-export the Platform, except in compliance with the export control laws and regulations of any relevant jurisdictions;
- xvi. Otherwise abuse the Website or breach the Terms; or
- xvii. Attempt to do any of the foregoing, or advocate, encourage, assist or permit any third party to do any of the foregoing.
- xviii. For the avoidance of doubt, the foregoing prohibitions apply to the Website, Services and/or Output, as applicable.

B. User Contributions. The Website may contain other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) Content on or through the Website. All Content must comply with the Content Standards set out in these Terms of Service. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material to provide our Website to you. You represent and warrant that: You own or control all rights in and to the Content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; All of your Content do and will comply with these Terms of Service. You understand and acknowledge that you are responsible for any Content you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any Content posted by you or any other user of the Website.

C. Monitoring and Enforcement; Termination. We have the right to: Remove or refuse to post any Content for any or no reason in our sole discretion; Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company; Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and, Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Service. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE

FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

D. Content Standards. These content standards apply to any and all Content and use of Interactive Services. Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Content must not:

- i. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- ii. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- iii. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- iv. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- v. Be likely to deceive any person.
- vi. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- vii. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- viii. Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- ix. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- x. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

E. Copyright Infringement. If you believe that any Content violate your copyright, please see our Copyright Policy for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

F. Reliance on Information Posted

The information presented on or through BLACKBIRD.AI Platform and Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

BLACKBIRD.AI may include content provided by third parties, including materials provided by other users, bloggers, third party services, social media platforms, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the BLACKBIRD.AI, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of BLACKBIRD.AI. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

F. Right to Use Third-Party Data. BLACKBIRD.AI does not claim any ownership rights in any Third-Party Data. However, by requesting that BLACKBIRD.AI make Third-Party Data available through the Website, Customer grants BLACKBIRD.AI the nonexclusive, worldwide, transferable right, on a royalty-free basis, to possess, store, use, copy, distribute and process Third-Party Data on Customer's behalf to perform BLACKBIRD.AI's obligations in connection with this Agreement, and to sublicense this right to third parties assisting BLACKBIRD.AI in fulfilling BLACKBIRD.AI's obligations hereunder. Customer represents, warrants and covenants to BLACKBIRD.AI that (a) Customer has all rights necessary to grant the rights set forth herein, and (b) BLACKBIRD.AI's processing or possession of any Third-Party Data in compliance with the foregoing shall not infringe, misappropriate or otherwise violate any intellectual property rights, or other rights, of any third party. BLACKBIRD.AI reserves the right, in its sole discretion, at any time, to remove any Third-Party Data that it believes to be in violation of this Agreement. In accordance with the Terms, Customer further directs BLACKBIRD.AI to process, handle, and store Personal Data made available by Customer through the Third-Party Data for the purpose of (i) providing the Application, and (ii) other purposes set out in the BLACKBIRD.AI Privacy Policy, in each case as the same may be limited by any applicable federal or national laws or regulations.

G. Audits. BLACKBIRD.AI reserves the right to audit your use of the Website and investigate violations of any and all reports, complaints and claims, or otherwise suspected misconduct or violations of the law. Without limiting the foregoing, you acknowledge that BLACKBIRD.AI has the right, but not the obligation, at any time and without prior notice, to monitor access to or use of the Website, by any User, if we believe in good faith that it is reasonably necessary (i) to comply with any law or regulation or satisfy any legal process or governmental request (for example, a subpoena, warrant, order or other requirement of a court, administrative agency or other governmental body), (ii) to respond to claims asserted against BLACKBIRD.AI, (iii) to enforce and to ensure a User's compliance with the Terms, including the investigation of potential violations, (iv) to conduct risk assessments, and prevent, detect and investigate incidents of fraud, security and technical issues, (v) to protect the rights, property or safety of BLACKBIRD.AI, its Users or members of the public, and (vi) for the purpose of operating and improving the Website (including for customer support purposes). You agree to fully cooperate with and assist BLACKBIRD.AI or its representative in good faith, in any such audit or investigation, including by providing us with such information and access to records as we may reasonably request.

H. Account Suspension and Cancellation. We may, in our discretion, without liability to you and without limiting our other remedies, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your account in response to a suspected breach of the Terms, and take technical and legal steps to prevent you from using our Website. If we have suspended your account due to your actual or suspected breach of the Terms, such suspension will continue until the suspected breach is cured or otherwise resolved to our reasonable satisfaction. Once your account is terminated, BLACKBIRD.AI will have the right, but not the obligation to delete any or all of the information and content submitted, uploaded or otherwise provided by you.

I. Policy Enforcement. When an issue arises, we reserve the right to consider such User's performance history and the specific circumstances in applying our policies, and to determine how strictly to enforce such policies in an effort to achieve a fair outcome for all parties involved.

J. Artificial Intelligence and Machine Learning Terms. These AI Terms govern the use features of Service available through the Service that could be AI-powered or utilize machine learning or similar technologies ("**AI Features**"). The AI Terms and Conditions form an integral part of the Terms and Conditions, defined terms used however not defined herein, shall have meaning as defined in the Agreement. In the event of any conflict between the AI Terms, and the Agreement, the terms of AI Terms shall prevail. BY ACCESSING OR USING THE AI FEATURES, CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THESE AI TERMS AND AGREES TO BE BOUND BY THEM, IN ADDITION TO ANY OTHER TERMS AND CONDITIONS TO WHICH CUSTOMER HAS AGREED. IF THE CUSTOMER DOES NOT AGREE TO THESE AI TERMS, THE CUSTOMER MAY NOT USE THE AI FEATURES.

K. Third-Party Processing. While using the AI Features, BLACKBIRD.AI uses technology provided by third-party AI companies, including OpenAI, LLC ("**Third Party Processors**") and internal proprietary technology. Any Input, depending on the Third Party Processors, may be used for model training and improvement.

L. Inputs and AI Outputs. The Customer may upload or process any information through the Service ("**Inputs**"), and receive output generated by the AI Features based on the Inputs ("**AI Outputs**", and together collectively with Inputs, the "**Content**"). The Customer is solely responsible for the Input and for ensuring that the Content complies with applicable laws, these AI Terms, the Agreement, and any Third-Party Processors' policies. The Customer agrees that they will be responsible for Inputs processed by the AI Features as well as the AI Outputs generated by the AI Features. The Customer is solely responsible for the Input and for ensuring that the Content complies with applicable laws, these terms, any agreements entered into between us, and any Third-Party Processors' policies. The Customer agrees that the Customer will not include any sensitive personal data including but not limited to racial or ethnic origin, political origins, religious or philosophical beliefs, health data, or data concerning anyone's sex life or sexual orientation in any Inputs for processing by the AI Features. Further, the AI Features may generate the same or similar AI Outputs for other customers.

BLACKBIRD.AI has imposed limits on the usage of the AI Features. The Customer may be informed when the Customer has reached the maximum number of AI Outputs for the BLACKBIRD.AI Account. In addition, You acknowledge and agree that:

- i. AI Features should not be relied upon during emergencies; AI Features may claim to perform actions for you in the real world but may have not taken any action besides responding to you;
- ii. AI Features may not generate accurate information and information provided may be out of date. You should independently verify responses or advice provided by AI Features. We do not provide any warranties or guarantees as to the accuracy of any information provided by the AI Features;
- iii. AI Features are subject to modification and alteration, and may contain errors, design flaws, or other issues;
- iv. Use of AI Features may result in unexpected results, loss of data or communications, or other anticipated or unanticipated damage or loss to you which we hereby claim no liability for;

- v. AI Features may not operate properly, be in final form, or be fully functional; your access to AI Features is not guaranteed and AI Features are provided on an AS IS basis;

M. Disclaimer. IN ADDITION TO THE DISCLAIMER MENTIONED IN THE AGREEMENT, THE AI FEATURES ARE PROVIDED TO CUSTOMER ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. BLACKBIRD.AI DOES NOT PROVIDE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE AI OUTPUTS AND DOES NOT ACCEPT ANY LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY FROM THE CUSTOMER'S USE OF THE AI OUTPUTS OR ANY OMISSIONS OR ERRORS CONTAINED IN THE AI OUTPUTS. THE CUSTOMER IS ENCOURAGED TO CONDUCT AN INDEPENDENT EVALUATION, INCLUDING A HUMAN REVIEW OF THE AI OUTPUTS FOR THEIR ACCURACY, COMPLETENESS AND RELIABILITY. THE CUSTOMER UNDERSTANDS AND AGREES THAT THE USE OF THE AI OUTPUT IS AT THE CUSTOMER'S SOLE RISK. BLACKBIRD.AI DOES NOT REPRESENT OR WARRANT THAT THE AI FEATURES WILL BE FREE FROM THIRD-PARTY INTERFERENCE OR OTHERWISE SECURE AND THAT THE AI OUTPUTS WILL BE FREE OF CONTENT THAT INFRINGES THIRD-PARTY RIGHTS INCLUDING WITHOUT LIMITATION PRIVACY AND INTELLECTUAL PROPERTY RIGHTS.

N. Rights to Use. As between the parties and to the extent permitted under the applicable laws and any Third-Party Processors terms, the Customer is the owner of the Content and gives BLACKBIRD.AI the right to host your Content on the BLACKBIRD.AI platform and use it to market and further develop, enhance, and improve the Service including the AI Features.

O. Restricted Use of AI Features. In addition to the restrictions in this Terms of Service and any other agreement entered into between the Parties, the Customer represents and warrants that the Customer will use the AI Features to:

- i. Create and generate content that breaches or violates our Terms of Service or Privacy Policy, or other agreements, including OpenAI policies found here <https://openai.com/policies/usage-policies>.
- ii. Reverse assemble, reverse compile, decompile, translate, or otherwise attempt to discover the source code of underlying components of models, algorithms, and systems of the AI Features;
- iii. Use the AI Features to develop foundational models or other large-scale models that compete with BLACKBIRD.AI or Third Party processors;
- iv. Mislead anyone that the Content generated is by a human.

Customer shall be fully responsible for its use of the AI Features. BLACKBIRD.AI may monitor and limit or suspend the Customer's BLACKBIRD.AI Account if BLACKBIRD.AI believes the Customer's usage of the AI Features has the potential to affect the security, operability, or integrity of the BLACKBIRD.AI Service or violates the terms of the Agreement and/or AI Terms and Conditions. The Customer warrants that in the event AI Outputs generated by the AI Features include material that would violate this clause, then the Customer will not use, distribute or publicize those AI Outputs, and will not use them in any way. By submitting, posting, displaying, providing, or otherwise making available any Content on or through the Services, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Content and your name, voice, and/or likeness as contained in your Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Services and our (and its successors' and affiliates') business, including without limitation in connection with modifying, improving, and enhancing artificial intelligence models, as well as promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels.

P. Security. You must implement reasonable and appropriate measures designed to help secure your access to and use of the Services. If you discover any vulnerabilities or breaches related to your use of the Services, you must promptly contact us and provide details of the vulnerability or breach.

Q. Processing of Personal Data. We do not allow for processing of Personal Data or Protected Health Information (PHI) in our AI Features. If you plan to use the Services to process personal data, you must notify us immediately and provide legally adequate privacy notices and obtain necessary consents for the processing of such data, and you represent to us that you are processing such data in accordance with applicable law. If you will be using Services for the processing of Personal Data as defined in the GDPR or Personal Information as defined in CCPA, please contact us to request our Data Processing Addendum.

V. INTELLECTUAL PROPERTY RIGHTS & LICENSES

A. Ownership of Rights. The Website, including any models, algorithms or indexes developed by BLACKBIRD.AI at your request or instruction, and all features, functionality, and tools thereof, is protected by copyright, trademark, patent, trade secret, intellectual property, and other laws of the United States and foreign countries. You acknowledge and agree that the Website

and all intellectual property rights therein are the exclusive property of BLACKBIRD.AI and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark, patent marking, or other proprietary rights notices incorporated in or accompanying the Platform.

Without limiting the foregoing, you acknowledge and agree that the trade names, logos, and other trademarks and service marks associated with BLACKBIRD.AI (the "BLACKBIRD.AI Marks") are the property of BLACKBIRD.AI, and that you are not permitted to use the BLACKBIRD.AI Marks without our prior written consent.

B. Trademarks. The Company name, the terms, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

C. License. The Platform and Services procured by Customer for "internal use" may not be shared with or made available to any person or entity, except (i) Customer's internal sales team, (ii) other Customer personnel or service providers on a need-to-know basis in connection with Customer's efforts to sell BLACKBIRD.AI's services to a prospective client, and (iii) prospective clients approved in writing by BLACKBIRD.AI in connection with Customer's efforts to sell BLACKBIRD.AI's services to the prospective client. Notwithstanding anything to the contrary, under no circumstances may BLACKBIRD.AI's services or deliverables be shared with or made available to any person or entity that offers, sells or provides disinformation mitigation technology, services or solutions. You may not use, copy, reproduce, distribute, license, sell, transfer, publish, post, publicly display, publicly perform, transmit, broadcast, adapt, modify, prepare derivative works based upon, or otherwise exploit the Website in any form or by any means, or sublicense the rights granted in the Terms, except as expressly permitted herein, without the prior written permission of BLACKBIRD.AI or the intellectual property owner, as applicable. In the event that you provide or make available Content for BLACKBIRD.AI's use in connection with the Services, you hereby grant BLACKBIRD.AI a non-exclusive license to use, copy, reproduce, distribute, license, sell, transfer, publish, post, publicly display, publicly perform, transmit, broadcast, adapt, modify, prepare derivative works based upon the Content for such purposes.

This foregoing license is subject to modification or revocation at any time at BLACKBIRD.AI's sole discretion. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by BLACKBIRD.AI or its licensors, except for the licenses and rights expressly granted in the Terms, without BLACKBIRD.AI's prior written authorization. All rights not expressly granted to you by the Terms are hereby reserved.

D. Feedback. We welcome and encourage you to provide feedback, comments, ideas and suggestions for improvements, enhancements and modifications to our Platform ("Feedback"). You may submit Feedback by emailing us, at Support@BLACKBIRD.AI. You acknowledge and agree that all Feedback you give us (i) will be treated as non-confidential, and (ii) will be the sole and exclusive property of BLACKBIRD.AI. Without limiting the foregoing, you acknowledge that your Feedback may be disseminated or used by BLACKBIRD.AI or its affiliates for any purpose whatsoever, including developing, improving and marketing products. You hereby irrevocably grant to BLACKBIRD.AI a non-exclusive license to use such Feedback throughout the world in perpetuity.

E. Permissions. We require permission to use Content you create and share. Some Content that you share or upload may be protected by intellectual property laws. You retain ownership of the intellectual property rights (things like copyright or trademarks) in any such Content that you create and share on the Website. Nothing in these Terms takes away the rights you have to your own Content. You are free to share your Content with anyone else, wherever you want. However, to provide our Website, we need you to give us some legal permissions (known as a "license") to use this Content. This is solely for the purposes of providing and improving our Website.

Specifically, when you share, post, or upload Content that is covered by intellectual property rights on or in connection with our Website, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your Content. This license will end when your content is deleted from our systems. You can delete individual Content you share, post, and upload at any time. In addition, all Content posted to your account will be deleted if you delete your account. It may take up to 90 days to delete content after we begin the account deletion process or receive a content deletion request. Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:

- i. Where your Content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that Content is deleted);
- ii. Where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
- iii. Where immediate deletion would restrict our ability to: investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Website); protect the safety, integrity, and security of our Website, our employees, and users, and to defend ourselves; comply with legal obligations for the preservation

of evidence, including data providing financial products and services we preserve to comply with any record keeping obligations required by law; or comply with a request of a judicial or administrative authority, law enforcement or a government agency; in which case, the Content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this license will continue until the content has been fully deleted.

VI. NO ENDORSEMENT

A. Links to Third Party Websites and Services. The Website may provide links to third-party websites, resources or services. You acknowledge and agree that BLACKBIRD.AI is not responsible or liable for (i) the availability, terms or practices of such websites, resources or services, or (ii) the content, products or services available on or through such websites, resources or services, including that any information provided is complete, accurate or up-to-date. Links to such websites, resources or services do not imply any endorsement by BLACKBIRD.AI of such websites, resources or services or the content, products or services available on or through such websites, resources or services. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, resources or services or the content, products or services available on or through such websites or services. We will not be responsible or liable for any damage or harm resulting from your interactions with such websites or services, or the content, products or services available on or through such websites or services.

VII. WARRANTIES, DISCLAIMERS, LIMITATION OF LIABILITY & INDEMNIFICATION

A. Warranties by Users. You represent and warrant to BLACKBIRD.AI that:

- i. You have the power and authority to accept and agree to the Terms;
- ii. You own or control all of the rights necessary to provide the Content and other information that you provide and to grant the rights and licenses granted herein;
- iii. The exercise by BLACKBIRD.AI of the rights granted by you hereunder will not cause BLACKBIRD.AI to violate any applicable laws, rules or regulations, to infringe the rights of any third party; and
- iv. All account information provided by you will be complete, accurate and up-to-date when provided, and updated as necessary to ensure that it remains complete, accurate and up-to-date.

B. Disclaimers.

B.1. Website. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WEBSITE, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, BLACKBIRD.AI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE OR RIGHTFUL CLAIM, WARRANTIES AS TO THE RELIABILITY OR AVAILABILITY OF THE PLATFORM, OR THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, WARRANTIES AS TO THE RESULTS OBTAINED FROM THE SERVICES OR THE COMPLETENESS, ACCURACY OR TIMELINESS OF ANY OUTPUT.

B.2. SaaS Services. EXCEPT FOR THE EXPRESS WARRANTIES MADE HEREIN, BLACKBIRD.AI MAKES AND CUSTOMER RECEIVES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND PROVIDER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, UPTIME, UNINTERRUPTED OR ERROR-FREE OPERATION, ACCURACY OR COMPLETENESS. CUSTOMER ACKNOWLEDGES THAT ARTIFICIAL INTELLIGENCE IS A NASCENT, RAPIDLY EVOLVING TECHNOLOGY, AND, AS SUCH, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ANY LAWS, RULES, AND, REGULATIONS APPLICABLE TO ITS USE OF THE SAAS SERVICES AND/OR THE OUTPUTS OR REPORTS, AND PROVIDER SHALL HAVE NO LIABILITY ARISING FROM DECISIONS MADE OR ACTIONS TAKEN BY CUSTOMER BASED ON CUSTOMER'S USE OF OR RELIANCE ON THE SERVICES, THE OUTPUTS, OR REPORTS, ALL OF WHICH IS ENTIRELY AT CUSTOMER'S OWN RISK.

B.3. Professional Services. Provider warrants that it will provide the Professional Services in a competent and professional manner. In the event of any breach of the foregoing, Provider will, as Customer's sole and exclusive remedy, and Provider's sole liability, re-perform the non-conforming Professional Services at no additional cost to Customer. Any breach of the foregoing warranty must be reported by Customer to Provider within thirty (30) days from the completion of the Professional Services at issue. OTHERWISE, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING THE PROFESSIONAL SERVICES OR THE WORK PRODUCT PRODUCED AS A RESULT OF THE PROFESSIONAL SERVICES, AND ALL SUCH REPRESENTATIONS AND WARRANTIES (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT) ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, ALL SOFTWARE, CODE AND OTHER DELIVERABLES ARE PROVIDED STRICTLY "AS IS."

C. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW: THE ENTIRE RISK ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE, IS AND REMAINS WITH YOU; WITHOUT LIMITING THE FOREGOING, BLACKBIRD.AI DISCLAIMS ANY AND ALL LIABILITY RELATED TO (I) YOUR USE OF OR INABILITY TO USE THE PLATFORM, INCLUDING ANY SERVICES OR OUTPUT, (II) THE ACTS OR OMISSIONS OF ANY PERSON(S) WITH WHOM YOU MAY COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, AND (III) ANY SERVICE OR OUTPUT ACCESSED OR VIEWED IN CONNECTION WITH THE USE OF THE PLATFORM; YOU ACKNOWLEDGE AND AGREE THAT THE ACCESSING AND USING THE WEBSITE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU AND HEREBY RELEASE BLACKBIRD.AI AND WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGES CAUSED BY ANY OF THE FOREGOING; AND IN NO EVENT WILL BLACKBIRD.AI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES FOR LOST REVENUES OR PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH ANY OF THE FOREGOING, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BLACKBIRD.AI HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LAWS OF CERTAIN JURISDICTIONS (INCLUDING, IN THE CASE OF THE UNITED STATES, CERTAIN STATE LAWS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSIVE OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN THIS SECTION, SO THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, BLACKBIRD.AI'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL OF THE FOREGOING, SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID BY YOU TO BLACKBIRD.AI IN THE PREVIOUS 3 MONTHS.

D. Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BLACKBIRD.AI AND YOU, AND WILL SURVIVE AND APPLY EVEN IF YOUR REMEDIES ARE FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

F. Exclusions. NOTHING IN THE TERMS FURTHER IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE FROM DEATH OR PERSONAL INJURY. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN THIS SECTION THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT REQUIRED BY LAW.

G. Indemnification. To the maximum extent not prohibited by applicable law, you agree to release, indemnify, and hold BLACKBIRD.AI its parent, subsidiaries, affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives, harmless (collectively "indemnify" or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with (i) your access to or use of the Platform, including the Services or Output, and any and all features, functionality, tools, and promotions available on and through the Platform, (ii) the Content provided by you, (iii) your breach of the Terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third party, and (iv) your gross negligence or willful misconduct.

H. Obligation to Defend. You agree that, at BLACKBIRD.AI's option, you will conduct the defense of any such claim or action; provided that, notwithstanding our election that you to conduct the defense, (i) BLACKBIRD.AI may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) you will not enter into any settlement or other compromise without the prior written approval of BLACKBIRD.AI (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

I. No Implied Indemnity. No person or entity shall be entitled to any form of equitable or implied indemnification at any time, except as provided by the Terms.

VIII. GOVERNING LAW & DISPUTE RESOLUTION. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND BLACKBIRD.AI HAVE AGAINST EACH OTHER ARE RESOLVED.

A. Governing Law The Terms shall be governed by and interpreted in accordance with the laws of New York State, USA without regard to conflict of law principles.

B. Arbitration Agreement, Class Action Waiver and Jury Trial Waiver. All disputes, claims, controversies and matters arising out of or relating to or in connection with the Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Platform, including the Services or Output (collectively, “Disputes”) shall be exclusively settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (“AAA Rules”), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in New York, New York USA before a single neutral arbitrator appointed in accordance with the AAA Rules and shall be conducted in the English language. You acknowledge that by agreeing to arbitration as the exclusive forum for the resolution of all Disputes, you are waiving their right to a trial by jury.

All arbitrations shall be conducted and resolved on an individual basis and not a class-wide, multiple plaintiff or similar basis. No arbitration shall be consolidated with any other arbitration proceeding involving any other person or entity.

C. Jurisdiction and Venue. In the event that arbitration is not available, you and BLACKBIRD.AI agree that any and all Disputes will be brought in the federal or state courts located in New York, New York USA and each agrees that such courts shall have exclusive jurisdiction and venue for any such actions. Further, BLACKBIRD.AI also may seek injunctive or other equitable relief for breach of these Terms in any court of competent jurisdiction wherever located. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

D. Fees and Costs The prevailing party in any suit, action or proceeding, including any arbitration proceeding, will be entitled to recover its reasonable legal fees and costs and expenses from the other party.

E. Future Amendments to this Section

We agree that if we make any amendment to this “Governing Law & Dispute Resolution” section (other than an amendment to any notice address or site link provided herein) in the future, that amendment will not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims governed by this section that have arisen or may arise between you and BLACKBIRD.AI. We will notify you of amendments to this section by posting the amended Terms on <http://BLACKBIRD.AI/terms>. If you do not agree to the amended terms, you may close your account within 30 days and you will not be bound by the amended dispute resolution terms. If you do not have an account (or once you have closed your account, if applicable), you must cease using the Website immediately. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and BLACKBIRD.AI in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).

IX. MISCELLANEOUS

A. Privacy. Our collection and use of information about Users is governed by our Privacy Policy. By accessing and using the Platform, including the Services or Output, you consent to the collection and use of this information by BLACKBIRD.AI, including the transfer of this information outside of the European Union, including to the United States and/or other countries, for storage, processing and use. As part of providing the Services and Output, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered necessary to the performance, management or administration of the Services, which you may not be able to opt-out from receiving. In the event of applicability of any additional data privacy laws or regulations of relevant jurisdictions in connection to your use of BLACKBIRD.AI Platform and Services, BLACKBIRD.AI may require that additional agreements, amendments, or addendums be reviewed and mutually upon. We will inform you of any such need.

B. Entire Agreement. These Terms, including these Terms of Service, our Privacy Policy, the applicable Supplemental Terms, the associated Service Order or Order Form, and executed Services Agreement constitute the entire and exclusive understanding and agreement between you and BLACKBIRD.AI regarding your access to and use of the Platform, including the Service and Output, and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and BLACKBIRD.AI and regarding the subject matter hereof.

C. Assignment. You may not assign, transfer, delegate or sublicense any of your rights or obligations under the Terms, including by operation of law or merger or consolidation, without our express prior written consent, which may be granted or withheld in our sole discretion. Any attempted assignment, transfer, delegation or sublicense without the foregoing consent will be null and void. BLACKBIRD.AI may assign, transfer, delegate and/or sublicense our rights and obligations under the Terms, in whole or in part, in its sole discretion, without restriction.

Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and assigns.

D. No Agency. Except as otherwise expressly set forth herein, no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

E. Survival of Terms. Any provisions of the Terms that contemplate performance or observance subsequent to the expiration or termination of this Agreement, including payment of fees accrued, shall survive such expiration or termination.

F. Notices. Any notices or other communications permitted or required hereunder, including those regarding modifications to the Terms, will be in writing and given by BLACKBIRD.AI (i) via e-mail (in each case to the address that you provide), or (ii) by posting to the Website. For notices made by e-mail, the date on which such notice is transmitted will be deemed the date of receipt.

G. Waiver. Our failure to exercise any right or enforce any obligation under these Terms of Service or to take action with respect to a breach by you or others will not constitute a waiver of such right, obligation or breach. The waiver of any right, obligation or breach will be effective only if in writing and signed by a duly authorized representative of BLACKBIRD.AI. In addition, no waiver granted in any instance shall constitute a waiver in any other instance.

H. Remedies. Except as expressly set forth in the Terms, the exercise by either party of any of its remedies under the Terms will be without prejudice to its other remedies available under contract, at law, in equity or otherwise.

I. Severability. Except as otherwise provided in the Terms, if an arbitrator or a court of competent jurisdiction finds any provision of the Terms to be invalid, void or unenforceable, in whole or in part, for any reason, the offending provision will be enforced to the maximum extent permissible and will not affect the validity or enforceability of the remaining provisions, which will remain in full force and effect.

J. Headings. The headings in the Terms are for reference purposes only and do not limit or otherwise affect the meaning or interpretation of any of the provisions hereof.

K. Third Party Beneficiaries. Except as otherwise expressly set forth herein, the Terms do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.